REMARKS

Claims 1-6, 8 and 9 have been rejected by the present non-final Office Action. After entry of the present amendment, claims 1-6, 8 and 9 remain pending in the application. The present amendment amends independent claims 1, 8, and 9 to clarify the scope of the claimed inventions of claims 1, 8, and 9. Reconsideration of the application in view of the present amendment and following remarks is respectfully requested.

Claim Rejections Under 35 U.S.C. § 101

In the non-final Office Action, claims 1-6, 8 and 9 were rejected under 35 U.S.C. §101 as allegedly being directed to non-statutory subject matter. Independent claims 1, 8, and 9 have been amended to clarify that the claimed inventions of 1, 8, and 9 can include "executing computer program instructions by one or more processors for...." These rejections are believed to be traversed.

Claim Rejections Under 35 U.S.C. § 112

Claims 1-6, 8 and 9 were rejected under 35 U.S.C. §112, first paragraph, as allegedly failing to comply with the enablement requirement. Amendments to independent claims 1, 8, and 9 discussed above are believed to traverse this rejection.

Claim 8 was rejected under 35 U.S.C. §112, second paragraph, as allegedly being indefinite. Claim 8 has been amended to clarify the antecedent basis of "the time period", wherein the element has been amended to "the at least one time period". This rejection is believed to be traversed.

Claim Rejections Under 35 U.S.C. § 103

Claims 1-6, 8 and 9 were rejected under 35 U.S.C. §103(a) as being obvious over Walker, et al., U.S. Patent No. 6,064,987 ("*Walker*"), in view of Templeton, et al., U.S. Patent No. 5,679,940 ("*Templeton*"). *Walker* does not relate to check writing, but instead *Walker* relates to credit card purchases and installment plans. Installment plans permit sellers to allow selected items to be paid for in a number of periodic payments ("installments") rather than in one payment at the time of sale ...." (see Col. 1, line 66 – Col. 2, line 1). While *Walker* relates to

credit card transactions (see col. 4, lines 37-40), there is no language in *Walker* that teaches or suggests implementing installment plans with a check writer's activity. Instead, the Office Action asserts, without support, that the "electronic credit card purchases disclosed by Walker encompass in broad scope and content the cash checking language recited by the Applicant." This unsupported assertion is untenable in view of the disparate technologies and situations involved with *Walker* and the Applicants' claimed invention. To help illustrate this point, the following explanation highlights some of the differences. In certain embodiments of the Applicants' claimed invention, a check writer may write and attempt to cash any number of checks over a time period. *See* claim 1. Approving a limit of cash checking can include determining the money limit over the time period during which the check writer may cash any number of checks up to the money limit based on the category in which the check writer is classified. *See* claim 1. For example, a check writer may write multiple checks, such as 10 checks total up to a certain money limit, for the corresponding purchase prices of multiple goods and services. By determining, via certain embodiments of the Applicants' claimed invention, the money limit over the time period during which the check writer may cash checks for the purchase prices of multiple goods and services, check cashing approval or denial can be imposed on the check writer's subsequent check writing activity. Thus, a money limit of $10,000 over 10 weeks may be determined for the check writer to cash checks, such that if the check writer cashes multiple checks for varying amounts up to the cash limit within 10 weeks, the system will permit these check writing activities, and if the money limit is exceeded within the 10 weeks, the additional check writing activities that exceed the money limit will not be permitted. *Walker*, in contrast, permits a user to use a <u>credit card,</u> rather than a <u>check,</u> to pay a purchase price of a good or service. Col. 4, lines 24-45. The system in *Walker* can determine whether to provide an installment plan for the purchase price, and if so, the system determines and offers an installment plan with any number of installment payments equal to or exceeding the purchase price. Col. 10, lines 3-26. The imposition of an installment plan on a credit card user by *Walker* only determines a certain number of installment payments equal to or exceeding the purchase price for a <u>single</u> credit card transaction, and does not appear to limit the credit card user's subsequent activity in other credit card transactions while the credit card user continues using the credit card to pay the remaining installment payments towards the initial purchase price of the purchased

good or service. Thus, Walker appears to determine an installment plan for a credit card transaction amount, such as $10,000. The generated installment plan could determine a series of 10 payments of $1,000 each for the credit card user to payoff the credit card transaction amount. In certain embodiments of the Applicants' claimed invention, an approved limit of cash checking can be determined as a money limit over a certain time period during which the check writer may cash checks up to the money limit based on the category in which the check writer is classified. In *Walker*, there is no credit limit imposed over time for a <u>plurality</u> of <u>check cashing</u> or credit transactions since *Walker* appears to be concerned with setting up an installment plan for a <u>certain</u> <u>credit card</u> transaction. Thus, Walker does not specifically disclose Applicants' claimed check cashing systems and methods, nor does Walker disclose parallel or similar credit card situations to which the Applicants' check cashing systems and methods apply to.

To clarify the difference between *Walker* and the Applicants' claimed invention of independent claim 1, claim 1 has been amended to include the element "determining the money limit over the time period during which the check writer may cash <u>one or more</u> checks <u>in respective check writing transactions</u> up to the money limit based on the category in which the check writer is classified" (underlining supplied). Independent claims 8 and 9 have been similarly amended to respectively include the elements "establishing a cash limit for a check writer for at least one time period <u>to cash multiple checks in respective check writing transactions</u>" and "for each time period in a plurality of time periods, establishing a cash limit for a check writer <u>to cash multiple checks in respective check writing transactions</u>" (underlining supplied). These amendments are fully supported by the Applicants' specification at least at page 7, lines 16- 22, and page 9, lines 23-26, which state in part:

> Additionally, microprocessor 16 provides a mechanism for determining the limit over the time period during which the check writer may cash checks up to the limit based on the category in which the check writer is classified. Microprocessor 16 declines the check writer to cash checks for the time period, if the check writer is classified in one category, and approves the check writer to cash checks for the limit over the time period, if the check writer is classified in another category.

...

Microprocessor 16 then classifies the check writer in a predetermined category based on the risk score and determines the limit over the time period during which the check writer may cash checks up to the limit.

The Office Action further contends that it would have been obvious to modify *Walker* to have comprised a checking system similar to *Templeton*. However, even if the technologies of *Walker* and *Templeton* were combined, *Walker*'s providing and processing of installment plans for credit card transactions is quite different from *Templeton*'s check acceptance system with risk assessment. At most, a combined system and method may relate to using installment plans for a check acceptance transaction, but providing an installment plan in any type of transaction is quite different than "determining the money limit over the time period during which the check writer may cash <u>one or more</u> checks <u>in respective check writing transactions</u> up to the money limit based on the category in which the check writer is classified" (underlining supplied). For at least the reasons provided above, independent claims 1, 8, and 9 are patentable over the cited references.

Claims 2-6 are ultimately dependent from independent claim 1 for which arguments of patentability have been provided above. If the underlying independent claim is patentable over the cited references, then the dependent claims should be in condition for allowance.

CONCLUSION

It is not believed that extensions of time or fees for addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029.

Respectfully submitted,

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